

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

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2003 DEC -3 A 11:43
U.S. DISTRICT COURT
DISTRICT OF MASS.

CIVIL ACTION NO. 03-12385

CTC COMMUNICATIONS CORP.,

Plaintiff

vs.

WILLIAM RAVEIS REAL ESTATE,
INCORPORATED d/b/a WILLIAM
RAVEIS, INC.,

Defendant

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AMENDED
COMPLAINT

The Plaintiff, CTC Communications Corp., by its attorneys Cohn & Dussi, LLC, as and
for its Complaint herein alleges as follows:

THE PARTIES

1. The Plaintiff, CTC Communications Corp. (hereinafter "CTC"), is a corporation duly organized by law having a usual place of business at 115 Second Avenue, Waltham, Massachusetts.
2. The Defendant, William Raveis Real Estate, Incorporated d/b/a William Raveis, Inc. (hereinafter the "Defendant"), is a corporation duly organized by law having a usual place of business at Seven Trap Falls Road, Shelton, Connecticut.

JURISDICTION

3. This Court has jurisdiction over this claim based on the following:
 - a. Under 28 U.S.C. Section 1331, as Defendant's liability arises under a tariff filed with the Federal Communications Commission (the "F.C.C."); and
 - b. This Court has jurisdiction over this claim under 28 U.S.C. Section 1332, based

upon Diversity Jurisdiction.

COUNT I
(Breach of Customer Service Agreement)

4. The Plaintiff, CTC, reavers, realleges and incorporates herein by reference the allegations contained in Paragraphs 1 through 3 above with the same full force and effect as if expressly set forth herein.
5. At all times relevant to this action, CTC provided telephone and Internet service pursuant to Tariff F.C.C. No. 3, Connecticut DPUC Tariff No. 1 and DPUC Tariff No. 2. True and accurate copies of the Tariffs are collectively attached hereto as Exhibit "A" and by this reference specifically incorporated herein.
6. On or about November 30, 2000, the Defendant executed and delivered to CTC a Customer Service Agreement, Local Services Addendum, Long Distance Addendum, IntelliNet Member Services Addendum and Termination Liability Addendum (hereinafter the "Agreement") pursuant to which the Defendant agreed to pay to CTC all amounts due together with interest, costs and attorneys' fees in connection with the Defendant's purchase of services from CTC. A true and accurate copy of said Agreement is attached hereto as Exhibit "B" and by this reference specifically incorporated herein.
7. Pursuant to said Agreement, CTC rendered services to the Defendant in the sum of One Hundred Seventy Six Thousand Nine Hundred Fifty Eight and 92/100 (\$176,950.92) Dollars.
8. The Defendant has breached its contract with CTC as a result of its failure to make payment to CTC on all amounts due under said Agreement and owes CTC the sum of One Hundred Seventy Six Thousand Nine Hundred Fifty Eight and 92/100 (\$176,950.92)

Dollars plus interest from June 1, 2002 on or before which date demand for payment was duly made, costs and attorneys' fees.

COUNT II
(Services Rendered)

9. The Plaintiff, CTC, reavers, realleges and incorporates herein by reference the allegations contained in Paragraphs 1 through 8 above with the same full force and effect as if expressly set forth herein.
10. The Defendant owes CTC One Hundred Seventy Six Thousand Nine Hundred Fifty Eight and 92/100 (\$176,950.92) Dollars for services rendered by CTC to the Defendant, together with interest thereon from June 1, 2003 on or before which date demand for payment was duly made, costs and attorneys' fees.

COUNT III
(Unjust Enrichment)

11. The Plaintiff, CTC, reavers, realleges and incorporates herein by reference the allegations contained in Paragraphs 1 through 10 above with the same full force and effect as if expressly set forth herein.
12. CTC provided services to the Defendant for an agreed upon price and the Defendant has failed, refused neglected and continues to refuse to make payment to CTC in consideration for the services provided by CTC to the Defendant.
13. As a result of the foregoing, the Defendant has been unjustly enriched in the sum of One Hundred Seventy Six Thousand Nine Hundred Fifty Eight and 92/100 (\$176,950.92) Dollars, which sum CTC is entitled to recover.
14. As a result of this unjust enrichment, the Defendant owes CTC One Hundred Seventy Six Thousand Nine Hundred Fifty Eight and 92/100 (\$176,950.92) Dollars for services


rendered by CTC to the Defendant, together with interest thereon from June 1, 2003, costs and attorneys' fees.

WHEREFORE, CTC prays that Judgment enter as follows:

1. Awarding CTC One Hundred Seventy Six Thousand Nine Hundred Fifty Eight and 92/100 (\$176,950.92) Dollars in Tariffed charges for the services provided, plus interest, against the Defendant;
2. Awarding CTC its costs and disbursements, including reasonable attorneys' fees for prosecuting this action; and
3. Granting CTC such other and further relief as this Court may deem just and proper in the circumstances.

Respectfully submitted,
CTC Communications Corp.,
By its attorneys,
Cohn & Dussi, LLC,

Date: 12/1/03


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